



~~January 17, 2006 CPC~~  
~~February 21, 2006 CPC~~  
~~March 21, 2006 CPC~~  
April 26, 2006 BS

STAFF'S  
REQUEST ANALYSIS  
AND  
RECOMMENDATION

06SN0161

Barthurst Homes, Inc.

Bermuda Magisterial District  
Wells Elementary, Carver Middle and Bird High Schools Attendance Zones  
Southeast Quadrant of Old Happy Hill and Branders Bridge Roads

REQUEST: Rezoning from Agricultural (A) to Residential (R-12).

PROPOSED LAND USE:

A single-family residential subdivision with a minimum lot size of 12,000 square feet is planned.

PLANNING COMMISSION RECOMMENDATION

RECOMMEND APPROVAL AND ACCEPTANCE OF THE PROFFERED CONDITIONS ON PAGES 2 THROUGH 13.

AYES: MESSRS. WILSON, GECKER, BASS AND LITTON.  
ABSENT: MR. GÜLLEY.

STAFF RECOMMENDATION

Recommend approval for the following reasons:

- A. The proposed zoning and land uses conform to the Southern and Western Area Plan which suggests the property is appropriate for residential use of 2.51 to 4.0 dwelling units per acre.
- B. The proffered conditions adequately address the impacts of this development on necessary capital facilities, as outlined in the Zoning Ordinance and Comprehensive Plan. Specifically, the need for roads, schools, parks, libraries

Providing a FIRST CHOICE community through excellence in public service

and fire stations is identified in the Public Facilities Plan, the Thoroughfare Plan and the Capital Improvement Program, and the impact of this development is discussed herein. The proffered conditions mitigate the impact on capital facilities, thereby insuring adequate service levels are maintained and protecting the health, safety and welfare of County citizens.

(NOTE: THE ONLY CONDITION THAT MAY BE IMPOSED IS A BUFFER CONDITION. THE PROPERTY OWNER(S) MAY PROFFER OTHER CONDITIONS. THE CONDITIONS NOTED WITH "STAFF/CPC" WERE AGREED UPON BY BOTH STAFF AND THE COMMISSION. CONDITIONS WITH ONLY A "STAFF" ARE RECOMMENDED SOLELY BY STAFF. CONDITIONS WITH ONLY A "CPC" ARE ADDITIONAL CONDITIONS RECOMMENDED BY THE PLANNING COMMISSION.)

#### PROFFERED CONDITIONS

- |             |    |  |
|-------------|----|--|
| (STAFF/CPC) | 1. | The applicant, subdivider, or assignee(s) shall pay the following to the County of Chesterfield prior to the issuance of a building permit for infrastructure improvements within the service district for the property: <ul style="list-style-type: none"><li>A) \$15,600.00 per dwelling unit, if paid prior to July 1, 2006; or</li><li>B) The amount approved by the Board of Supervisors not to exceed \$15,600.00 per dwelling unit adjusted upward by any increase in the Marshall and Swift building cost index between July 1, 2005, and July 1 of the fiscal year in which the payment is made if paid after June 30, 2006.</li><li>C) Cash proffer payments shall be spent for the purposes proffered or as otherwise permitted by law. (B&amp;M)</li></ul> |
| (STAFF/CPC) | 2. | Except for timbering approved by the Virginia State Department of Forestry for the purpose of removing dead or diseased trees, there shall be no timbering on the Property until a land disturbance permit has been obtained from the Environmental Engineering Department and the approved devices have been installed. (EE)  |
| (STAFF/CPC) | 3. | In conjunction with the recordation of the initial subdivision plat, forty-five (45) feet of right of way on the south side of Old Happy Hill Road and forty-five (45) feet of right of way on the east side of Branders Bridge Road, measured from the centerlines of those roads, shall be dedicated, free and unrestricted, to and for the benefit of Chesterfield County. (T)  |
| (STAFF/CPC) | 4. | There shall be no direct access from the property to Branders Bridge Road. Direct access from the property to Old Happy Hill Road shall be limited to one (1) public road. The exact location of   |

this public road shall be approved by the Transportation Department. (T)

(STAFF/CPC)

5. In conjunction with the initial section, the developer shall be responsible for the following improvements:

- i) Construction of additional pavement along Old Happy Hill Road at the public road intersection to provide left and right turn lanes based on Transportation Department standards.
- ii) Widening/improving the south side of Old Happy Hill Road and the east side of Branders Bridge Road to an eleven (11) foot wide travel lane, measured from the existing centerline of the road, with an additional one (1) foot wide paved shoulder plus a seven (7) foot wide unpaved shoulder, and overlaying the full width of the road with one and a half (1.5) inch of compacted bituminous asphalt concrete, with any modifications approved by the Transportation Department, for the entire property frontage; and,
- iii) Dedication, free and unrestricted, to and for the benefit of Chesterfield County, of any additional right-of-way (or easements) required for these improvements. (T)

(STAFF/CPC)

6. All dwelling units shall have a minimum gross floor area of 2500 square feet. (P)

(STAFF/CPC)

7. Prior to tentative subdivision approval, the developer shall submit certification to the Planning department that all adjacent property owners have been notified in writing of the submission of the tentative plan to the county for review and approval. The tentative subdivision application shall not be considered complete until such certification has been submitted to the planning Department. The fifteen (15) day period for referral to the planning Commission shall not commence until such certification has been provided. (P)

(STAFF/CPC)

8. At a minimum the following restrictive covenants shall be recorded in conjunction with recordation of any subdivision plat:

#### Restrictions, applicable to Dorset Downs

Whereas, Dorset Downs (Barthurst Homes, Inc.), is the owner of certain lands located within a community known as Dorset Downs in Chesterfield County, Virginia.

Whereas, the developer wishes to declare certain restrictive covenants affecting certain lands in Dorset Downs.

The Developer does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described as Dorset Downs. The Developer reserves in each instant the right to add additional restrictive covenants in respect to lands to be conveyed in the future within the properties, or to limit therein the application of this Declaration.

Dorset Downs when used herein shall refer to the lands in Chesterfield County, Virginia, which are shown as a part of Dorset Downs on the Developer's Master Plan as revised from time to time.

Whenever used herein, the term "Developer" or "the Developer" shall refer to Dorset Downs and any agent or agents appointed by Dorset Downs its successors and assigns, to act on its behalf for the purpose of administering or enforcing, in whole or in part, the rights reserved unto the developer in this Declaration.

The terms "Property" and "Properties:" when used herein shall refer to any tract of land or subdivision thereof in Dorset Downs, which has been subjected to the provisions of this Declaration, or any supplemental Declaration.

The term "Master Plan" when used in this Declaration shall mean and refer to the drawing, which represents the conceptual concept of the future development Dorset Downs. Since the concept of the future development of Dorset Downs is subject to continuing revision and change by the Developer, present and future references to the "Master Plan" Shall be references to the latest revision thereof.

The covenants and restrictions below will be referred to as the General Property Covenants

**Part I**  
**Covenants, Restrictions and affirmative obligations**  
**Applicable to all properties in Dorset Downs**

The primary purpose of these covenants, restrictions and affirmative obligations (Covenants) and the foremost consideration in the origin of same has been the creation of a community, which is aesthetically pleasing and functionally convenient. The establishment if certain objective standards relating to design, size

and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason such standards are not established by these Covenants. However, in order to implement the purposes of these covenants, the Developer may establish and amend from time to time objective standards and guidelines, including, but not limited to, building guidelines, uniform sign regulations, uniform mailbox as such terms are defined hereinafter, which shall be in addition to and more restrictive than these Covenants and which shall be bind on all property owners within Dorset Downs.

1. a. Building Approvals – no building, fence or other structure shall be erected, placed or altered on any property in Dorset Downs until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure drivers, and parking areas, and construction schedule shall have been approved by the developer. In addition the developer may, require prior written approval of a landscape plan. The developer further reserves the right to promulgate and amend from time to time architectural standards and construction specifications (herein after referred to as the “Building Guidelines”) for specific neighborhoods and areas or for all properties within Dorset Downs, and such Building Guidelines Shall establish, define and expressly limit those standards and specifications which will be approved in said neighborhoods and architectural style, exterior color or finish, roofing material design, and construction technique.

No alteration in the exterior appearance without like prior approval by the developer. One (1) copy of all plans and related data shall be furnished to the developer for its records. In the event approval of such plans is neither granted nor denied within thirty days following receipt by the developer to written demand for approval, the provisions of these paragraph shall be then be waived.

- b. In order to assure that the buildings, fences and other structures will be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each building or structures will be located and staggered so that the maximum view, privacy, sunlight , and breeze will be available to and to assure that structures

will be located with regard to the topography of each property, taking into consideration the location of large trees and other aesthetic and environmental considerations, the developer reserves the right to approve the precise site and location of any building, fence or structure on any property in Dorset Downs

Such location shall be determined only after reasonable opportunity is afforded the property owner to recommend a specific site. The provisions of this paragraph shall in no way be construed as a guarantee that the view, privacy, sunlight, or breeze available to a building or structure on a given property shall not be affected by the location of a building or structure on an adjacent property.

c. Tree Removal. No trees measuring six inches or more in diameter at a point two feet above ground level may be removed without the prior approval of the Developer.

No vegetation shall be removed within ten (10) feet of back property line of any lot unless that property owner erects either an evergreen screen, the species and spacing of which shall be approved by the developer, or a vinyl fence at least six (6) feet in height.

d. Signs. Except as may be required by legal proceedings no sign shall be erected or maintained on any property by anyone, including, but not limited to, a property owner or a tenant. A sign size, color and content and the number and location of further reserves the right to promulgate and be amended from time to time. Uniform sign regulations: the Uniform Sign Regulations which shall establish standard design criteria for all signs including, but not limited to, real estate sales signs, erected upon any property in Dorset Downs.

e. Mailboxes- No mailbox shall be erected or maintained on any property until the proposed mailbox design, color and the exterior appearance of any mailbox shall be made without prior approval by the developer. The developer further reserves the right to establish uniform mailbox regulations (the "Uniform Mailbox regulations") which shall define standard design criteria for all mailboxes erected upon any property in Dorset Downs.

f. Maintenance – It shall be the responsibility of each Property Owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkept, unhealthy, or unsafe conditions of buildings or grounds on any property which shall tend to substantially decrease the beauty or safety of Dorset Downs, the neighborhood as a show, or the specific area.

g. Parking each property owner shall provide space for the parking of automobiles off public streets prior to the occupancy of any building to structure constructed on said property, in accordance with reasonable standards established by the developer.

h. Sewage Disposal – Prior to the occupancy of a building or structure on any property, proper and suitable provisions shall be made for the disposal of the disposal of sewage by connection with the sewer mains of the Chesterfield County public sewer system or other means of sewage disposal if other means are approved by Chesterfield County and the developer for use in Dorset Downs.

i. Public Water - Prior to the occupancy of a building or structure on any Property, proper and suitable provisions for water shall be made by connection with the water lines of the Chesterfield County public water system or any other water system approved by Chesterfield County and the developer for use in Dorset Downs.

j. Utility Easements – The Developer hereby reserve a perpetual alienable, and releasable easement and right on over, and under the properties to erect, maintain and use electric, Community Antenna Television (C.A.T.V.) and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and either suitable equipment for the conveyance and use of electricity, telephone equipment for the conveyance and use of electricity, telephone equipment, C.A.T.V., gas, sewer, water, drainage, or other public convenience or utilities on, in, or over those portions of such property as may be reasonably required for utility line purposes; provided, however, that no such utilities for construction or a building whose plans were approved pursuant to these Covenants by the Developer, or be designated as the site for a building on a plot plan for erection of a building which has been approved in writing

by said developer. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading or the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and maintain reasonable standards of health, safety, and appearance.

k. Antenna – Except as otherwise provided by applicable law, no television antenna, radio receiver, radio sender, or other similar device shall be attached to or installed in any property on the exterior portion of any building or structure on any property except as follows:

1. The provisions of this paragraph shall not prohibit the developer from installing or approving the installation of equipment necessary for a master antenna system, C.A.T. V, mobile radio systems, or other similar systems within the properties.

2. Should C.A.T.V. services be unavailable and good television reception not be otherwise available a property owner may make written application to the developer for the permission to install a television antenna, stating the proposed antenna" size, height, color, location and design, and such permission shall not be unreasonably withheld.

3. No satellite dish antenna shall be installed upon any property or attached to the exterior portion of any building or structure on any property.

l. Fences – No chain link fence shall be erected or maintained on any property.

m. Dog Pens – No dog pen shall be erected or maintained on any property until the proposed dog pen design, color fencing material, size and location have been approved in writing by the developer, No alteration in the exterior appearance of any dog pen shall be made without like prior written approval by the developer.



**Part II**  
**Additional Restrictions affecting residential Lots**

1. Residential Lots or Lots as used in this part II shall mean and refer to all those parcels or tracts of land within the properties intended for subdivision or subdivided into properties or lots intended for the construction of a detached house or single family dwelling unit (hereinafter referred to as a "dwelling Unit")

- a. Minimum Size. Plans required of these covenants will not be approved unless the proposed dwelling unit or any other structures will give the minimum square footage of enclosed dwelling space specified in the pertinent sales contract and deed. The term "enclosed dwelling space" shall not include garages, terraces, and decks. Open porches, screened porches, and similar areas.

Other Restrictions

- b. All residential lots shall be used for residential purposes, recreational purposes incidental thereto, and for customary accessory uses. The use of a portion of a dwelling unit on a residential lot as an office by the Owner or tenant thereof shall be considered a residential use if such use does not create undue customer or client traffic, as determined by the developer, to and from the unit or the property.

- c. No structure, except as hereinafter provided, shall be erected, altered, placed, or permitted to remain on any residential lot other than one (1) detached single family accessory building does not overcrowd the property as determined by the developer and provided, further that such building use not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

- d. The provisions of this paragraph shall not prohibit the developer from using any dwelling units or accessory permission to any builder to use any specific dwelling unit or accessory building as models. In addition, the developer may grant permission to any builder to use any specific dwelling unit or accessory building as a model; selection of the particular dwelling unit or accessory building and any

rules or regulations governing the use of such dwelling unit or accessory building as a model shall be determined by the developer.

2. Completion of Construction

a. The exterior of each dwelling unit and all other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the natural calamities. Dwelling units and other structures may not be temporarily or permanently issued until the exterior thereof has been completed. During the continuance of construction, the owner or each residential lot shall require is contractor to maintain the lot in a reasonably clean and uncluttered condition.

b. The failure to complete the exterior of any dwelling unit or any other structure within the one year shall constitute a violation and breach of these covenants. The developer hereby reserves a perpetual, alienable, and releasable easement and right to enter upon any property for the purpose of completing the exterior of such dwelling unit or any other structure which is violation of these covenants.

c. Garbage – Each residential lot owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects mess be placed or stored in order to conceal them from view from the road and adjacent properties. The developer prior written approval by the developer must approve plans for such screened area delineating the size design, specifications, exterior color or finish, and location. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground, and such underground garbage receptacles and fuel tanks and their location must likewise be approved by the developer prior to construction. The developer reserves the right to approve the selection of waste management vendor authorized to provide garbage pickup within the properties.

d. Mobile homes, Boat Trailers Outbuildings, Etc.- No mobile home trailer, barn or other similar out building or

structure shall be placed on any residential lot at any time either temporarily or permanently. Except as provided below boat, boat trailers, campers, recreational vehicles, oversized vehicles, or utility trailers may be maintained on a residential lot, but only within an enclosed or screened area such that they are not generally visible from the road or adjacent properties. No alteration in exterior appearance of any enclosed or screened area shall be made without like prior written approval by the developer. A small boat, boat trailer, or boat on a boat trailer may be placed in the rear yard to a residential lot without being enclosed by a screened area if such boat, boat trailer, or boat on a boat trailer does not exceed an overall height of four (4') feet height above ground level.

e. Temporary Structures- No structure of a temporary character other than shelters or temporary structures used by the contractor during construction of the main dwelling unit shall be placed upon any residential lot at any time. Temporary shelters or structures permitted during construction may not, at any time be used as residences or permitted to remain on the property after completion of construction. The design and color of structures temporarily placed on a residential lot but a contractor shall be subject to reasonable aesthetic control temporarily placed on a residential lot by a contractor shall be subject to reasonable aesthetic control by the developer.

f. Subdivision of Lots – No residential lot shall be subdivided or its boundary lines changed, nor shall be subdivided or its boundary lines changed except with the prior written consent of the Developer. However, the developer hereby expressly reserves the right to replete any residential lot(s) owned by it and shown on the plat of any subdivision within the properties in order to create a modified building lot or lots, and to take such other steps as are reasonable necessary to make such replatted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, roads, bike trails, bridges, parks recreational and community facilities, and other amenities to conform to the new boundaries of said replatted lot.

**Part III**  
**Duration and violation of Covenants**

All Covenants set forth in this declaration and any amendments thereto shall run with the land and shall be binding on all parties and persons claiming under then, specifically including, but not limited to, the successors and assigns, if any, of the developer for a period of thirty (30) years. Covenants shall be automatically extended for successive periods of ten (10) years.

Duly Called Meeting shall mean and refer to any open meeting of the owners of the properties called by the developer for said purposes, subject to the giving of votes on subject to giving proper notice.

Enforcement - In the event of a violation or breach of any of the covenants by any owner tenant of such owner, the owners of properties in the neighborhood or in Dorset Down, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or reach in any event. In addition to the foregoing, the developer shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

Other Remedies – In addition to the foregoing, the Developer shall have the right, whenever there shall have been placed or constructed on and property in Dorset Downs any violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner tenant, or agent of the owner; provided, however, that if the developer in its reasonable discretion determines that immediate corrective action is required, and such action is not performed immediately by the owner, tenant, or agent of the owner, the developer or its agent shall have the right to enter immediately and summarily abate or remove such violation the expense of the owner. Any such entry and abatement or remove al shall not be deemed a trespass.

No Trespass – Whenever the developer or its agent is permitted b y this declaration to correct, repair, enhance improve e, clean, preserve e, clear out, remove, or take any action on any property or on the easement areas adjacent thereof entering the property and taking such action shall not be deem a trespass.

No Waiver – The failure to enforce any covenant, regardless of how long such failure shall continue, this shall not constitute waiver of or a bar to such right to enforce

#### Costs/Liens

Costs - whenever the developer is permitted by this declaration to correct, repair, enhance improvement clean, preserve, clear out, remove, or take any action on any property or on the easement areas adjacent thereto and entitled to have such cost paid by the owner of the property on or adjacent to which such corrective action is performed, the cost together with interest thereon at the maximum annual rate permitted by law from the due date and costs of collection therefore including a reasonable attorney's fee, shall be a charge and continuing lien on the real property and improvements thereon against which such cost is charged, in the hands of the then owner, his heirs, devisees, personal representatives, tenants, and assigns, and in addition shall also be the personal obligation of the Owner of such real property at the time when such cost become due and payable. The cost of corrective action shall be billed at the completion of such corrective action, and all bills shall be due completion of such corrective action shall billed at the completion of such corrective action, and all bills shall be due and payable thirty (30) days from the date of mailing of same.

Judgement - the cost of corrective action billed to an owner is not paid within thirty (30) days after the due date, the developer may bring an action at law against the owner personally to recover such cost, plus the costs of preparing the attorney's fee; in the event a judgement is obtained, such judgement shall include interest on the cost as above provided and a reasonable attorney's fee together with the costs of the action.

Subordination of Lien – The lien provided for herein shall be subordinate to the lien of any first deed of covenants. In the event a creditor (other than the developer or the creditor of the developer) acquires title to any property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to such lien placed upon such property during the time in which the creditor holds the title to such property. (P)

## GENERAL INFORMATION

### Location:

Southeast quadrant of the intersection of Old Happy Hill and Branders Bridge Roads. Tax ID 785-646-8847 (Sheet 34).

### Existing Zoning:

A

### Size:

7.2 acres

### Existing Land Use:

Vacant

### Adjacent Zoning and Land Use:

North, East and West – A; Single-family residential or vacant  
South - R-12; Single-family residential or vacant

## UTILITIES

### Public Water System:

A sixteen (16) inch water line extends along the east side of Branders Bridge Road and terminates at Happy Hill Road, approximately 1,400 feet south of this site. In addition, a sixteen (16) inch water line extends along Happy Hill Road with an eight (8) inch water line stubbed out for future extension along Old Happy Hill Road. The eight (8) inch line terminates approximately 2,700 feet east of the request site. Use of the public water system to serve this site is required by County Code.

Per Utilities Department Design Specifications (DS-21), wherever possible, two (2) supply points must be provided for subdivisions containing more than twenty-five (25) lots.

### Public Wastewater System:

There is an eight (8) inch wastewater collector line extending along Nairn Lane within Nairn Subdivision, Section 1, approximately 175 feet south of this site. A twenty (20) foot wide drainage and sewer easement was left between lots twenty-three (23) and twenty-four (24) to facilitate future extension of the public wastewater system to this site. Use of the public wastewater system is required by County Code.

## ENVIRONMENTAL

### Drainage and Erosion:

The subject property drains to the south through existing man-made drainage facilities in Nairn Subdivision, Section 1, and then via tributaries to Timsbury Creek. There are currently no known on- or off-site drainage or erosion problems and none are anticipated after development. The property is heavily wooded and as such should not be timbered without first obtaining a land disturbance permit from the Department of Environmental Engineering. (Proffered Condition 2)

## PUBLIC FACILITIES

The need for fire, school, library, park and transportation facilities is identified in the Public Facilities Plan, the Thoroughfare Plan and the Capital Improvement Program. This development will have an impact on these facilities.

### Fire Service:

The Public Facilities Plan indicates that fire and emergency medical service (EMS) calls are expected to increase forty-four (44) to seventy-eight (78) percent by 2022. Six (6) new fire/rescue stations are recommended for construction by 2022 in the Plan. In addition to the six (6) new stations, the Plan also recommends the expansion of five (5) existing stations. Based on thirteen (13) dwelling units, this request will generate approximately four (4) calls for fire and emergency medical service each year. The applicant has addressed the impact on fire and EMS. (Proffered Condition 1)

The Chester Fire Station, Company Number 1, and Bensley Bermuda Volunteer Rescue Squad currently provide fire protection and EMS. When the property is developed, the number of hydrants, quantity of water needed for fire protection, and access requirements will be evaluated during the plans review process.

### Schools:

Approximately seven (7) students will be generated by this development. Currently, this site lies in the Wells Elementary School attendance zone: capacity - 697, enrollment - 893; Carver Middle School zone: capacity - 1,229, enrollment - 1,287; and Bird High School zone: capacity - 1,722, enrollment - 1,835. The enrollment is based on September 30, 2005 and the capacity is as of 2005-2006. This request will have an impact at the elementary and secondary levels. There are currently ten (10) trailers at Wells Elementary, nine (9) at Carver Middle and five (5) at Bird High School.

A new elementary is scheduled to open in fall of 2007 and a new middle school is scheduled to open in 2009. The elementary school will provide relief for Wells and other schools in this area of the county. The new middle school will provide relief for Chester

and Carver Middle Schools. This area of the county continues to experience growth and these schools will provide much needed space.

This case combined with other residential developments and zoning cases in the area will continue to push these schools to capacity, especially at the secondary level, necessitating some form of relief in the future.

The applicant has addressed the impact of this development on school facilities. (Proffered Condition 1)

#### Libraries:

Consistent with the Board of Supervisors' policy, the impact of development on library services is assessed countywide. Based on projected population growth, The Public Facilities Plan identifies a need for additional library space throughout the County.

Development in this area of the County would most likely affect the Meadowdale Library, the Central Library or the Chester Library. The Public Facilities Plan identifies a need to expand the Meadowdale and Chester Libraries. The applicant has addressed the impact of this proposed development on library facilities. (Proffered Condition 1)

#### Parks and Recreation:

The Public Facilities Plan identifies the need for three (3) new regional parks, seven (7) community parks, twenty-nine (29) neighborhood parks and five (5) community centers by 2020. In addition, the Public Facilities Plan identifies the need for ten (10) new or expanded special purpose parks to provide water access or preserve and interpret unique recreational, cultural or environmental resources. The Plan identifies shortfalls in trails and recreational historic sites.

The applicant has addressed the impact of this proposed development on parks and recreation facilities. (Proffered Condition 1)

#### Transportation:

The property (7.2 acres) is currently zoned Agricultural (A), and is located at the Branders Bridge Road/Old Happy Hill Road intersection. The applicant is requesting rezoning from A to Residential (R-12). Based on single-family trip rates, development could generate approximately 160 average daily trips (ADT). These vehicles will initially be distributed along Old Happy Hill Road which had a 2006 traffic count of 2,739 vehicles per day. Based on the volume of traffic it carries during peak hours, Old Happy Hill Road is functioning at an acceptable level (Level of Service C). Some of this traffic will travel west to Branders Bridge Road, which had a 2005 traffic count of 6,151 vehicles per day between Bradley Bridge Road and Happy Hill Road. Based on the volume of traffic it carries during peak hours, Branders Bridge Road is functioning at an acceptable level. (Level of Service D)



The Thoroughfare Plan identifies Old Happy Hill Road and Branders Bridge Road as major arterials with recommended right-of-way widths of ninety (90) feet. The applicant has proffered to dedicate forty-five (45) feet of right-of-way along both roads adjacent to the property, in accordance with that Plan. (Proffered Condition 3)

Access to major arterials and collectors, such as Old Happy Hill Road and Branders Bridge Road, should be controlled. The applicant has proffered that direct access from the property will be limited to one (1) public road on Old Happy Hill Road (Proffered Condition 4). This same proffer states that there will be no access to Branders Bridge Road. In order to provide adequate separation from the Old Happy Hill Road/Branders Bridge Road intersection, this public road should be located towards the eastern property line.

The traffic impact of this development must be addressed. The applicant has proffered to: 1) construct additional pavement along Old Happy Hill Road at the public road intersection to provide right and left turn lanes based on Transportation Department standards; 2) reconstruct Old Happy Hill Road and Branders Bridge Road for the entire property frontage to provide an eleven (11) foot wide travel lane, a one (1) foot paved shoulder and a seven (7) foot unpaved shoulder; 3) overlay the full width of both roads; and 4) dedicate any additional right-of-way required for these improvements (Proffered Condition 5). It is anticipated that only a right turn lane will be warranted; however, if a left turn lane is warranted acquisition of additional right of way from property owners along Old Happy Hill Road will be necessary. Turn lane warrants will be evaluated by the Transportation Department during tentative subdivision plan review.

Area roads need to be improved to address safety and accommodate the increase in traffic generated by this development. Traffic generated by this development will travel along Old Happy Hill Road and Branders Bridge Road. Sections of both of these roads have little or no shoulders, fixed objects adjacent to the edge of pavement, and poor vertical and horizontal alignments. The applicant has proffered to contribute cash, in an amount consistent with the Board of Supervisors' Policy, towards mitigating the traffic impact of this development. (Proffered Condition 1)

Cash proffers alone will not cover the cost of the road improvements needed in this area. Included in the Six-Year Plan are three (3) projects along Branders Bridge Road. The first project, anticipated to begin in Spring 2007, involves shoulder improvements to Branders Bridge Road from Carver Heights Drive to Bradley Bridge Road. A second project to improve a curve on Branders Bridge Road just north of Whitehouse Road is being managed by VDOT, which has not established a schedule for construction. The final project in this area involves improving Branders Bridge Road from Bradley Bridge Road to Happy Hill Road. A construction schedule for this project has not been established.

At time of tentative subdivision review, specific recommendations will be provided regarding the proposed internal street network and stub roads to adjacent properties.

Financial Impact on Capital Facilities:

		PER UNIT
Potential Number of New Dwelling Units	14*	1.00
Population Increase	38.08	2.72
Number of New Students		
Elementary	3.26	0.23
Middle	1.82	0.13
High	2.37	0.17
TOTAL	7.45	0.53
Net Cost for Schools	74,872	5,348
Net Cost for Parks	8,456	604
Net Cost for Libraries	4,886	349
Net Cost for Fire Stations	5,670	405
Average Net Cost for Roads	125,188	8,942
TOTAL NET COST	219,072	15,648

\*Based on an average actual yield of 1.99 lots per acre. Actual number of lots and corresponding impact may vary.

As noted, this proposed development will have an impact on capital facilities. Staff has calculated the fiscal impact of every new dwelling unit on schools, roads, parks, libraries and fire stations at \$15,648 per unit. The applicant has been advised that a maximum proffer of \$15,600 per unit would defray the cost of the capital facilities necessitated by this proposed development. Consistent with the Board of Supervisors' policy, and proffers accepted from other applicants, the applicant has offered cash to assist in defraying the cost of this proposed zoning on such capital facilities. (Proffered Condition 1)

Note that circumstances relevant to this case, as presented by the applicant, have been reviewed and it has been determined that it is appropriate to accept the maximum cash proffer in this case.

LAND USE

Comprehensive Plan:

Lies within the boundaries of the Southern and Western Area Plan which suggests the property is appropriate for residential 2.51 to 4.0 dwelling units per acre.

### Area Development Trends:

Adjacent properties to the north, east and west are zoned Agricultural (A) and are occupied by single family residential uses on acreage parcels or are vacant. Properties to the south are zoned Residential (R-12) and have been developed for single-family residential uses in Nairn Subdivision. It is anticipated that residential use will continue in the area at densities suggested by the Plan.

### Density:

As previously noted, a single family residential subdivision with a minimum lot size of 12,000 square feet is planned. A maximum of 3.63 dwelling units per acre is permitted within a Residential (R-12) District which would yield approximately twenty-six (26) dwelling units; the theoretical density permitted in a Residential (R-12) District is 3.05 dwelling units per acre which would yield approximately twenty-two (22) dwelling units; and, the average actual lots recorded in a Residential (R-12) District, utilizing public water and sewer, between 2002 and 2004 was 1.99 dwelling units per acre, which would yield approximately fourteen (14) dwelling units.

### House Sizes:

To address concerns of the Bermuda District Commissioner and area citizens, Proffered Condition 6 addresses minimum house sizes.

### Adjacent Property Owner Notification:

Proffered Condition 7 requires the developer to notify adjacent property owners of submission of any tentative subdivision plans to the County.

### Restrictive Covenants:

Proffered Condition 8 requires restrictive covenants to be recorded in conjunction with the recordation of any subdivision plat. It is important to note that the County will only ensure the recordation of the covenants and will not be responsible for their enforcement. Once the covenants are recorded, they can be changed.

## CONCLUSIONS

The proposed zoning and land uses conform to the Southern and Western Area Plan which suggests the property is appropriate for residential use of 2.51 to 4.0 dwelling units per acre.

The proffered conditions adequately address the impacts of this development on necessary capital facilities, as outlined in the Zoning Ordinance and Comprehensive Plan. Specifically, the needs for roads, schools, parks, libraries and fire stations is identified in the Public Facilities Plan, the Thoroughfare Plan and the Capital Improvement Program, and the impact of this development is discussed herein. The proffered conditions mitigate the impact on capital

facilities, thereby ensuring that adequate service levels are maintained as necessary to protect the health, safety and welfare of County citizens.

Given these considerations, approval of this request is recommended.

---

### CASE HISTORY

---

#### Planning Commission Meeting (1/17/06):

At the request of the applicant, the Commission deferred this case to February 21, 2006.

---

#### Staff (1/18/06):

The applicant was advised that any significant, new or revised information should be submitted no later than January 25, 2006, for consideration at the Commission's February 21, 2006, public hearing.

Also, the applicant was advised that a \$500.00 deferral fee must be paid prior to the Commission's public hearing.

---

#### Applicants, Staff, Bermuda District Planning Commissioner and Area Citizens (2/9/06):

A meeting was held to discuss the request. Concerns were expressed relative to house sizes, traffic, visibility of development from their properties and subdivision layout.

---

#### Applicant (2/10/06):

The deferral fee was paid.

---

#### Applicant (2/17/06):

Additional proffered conditions were submitted.

---

#### Planning Commission Meeting (2/21/06):

At the request of the applicant, the Commission deferred this case to March 21, 2006.

---

Staff (2/22/06):

The applicant was advised that any significant, new or revised information should be submitted no later than February 27, 2006, for consideration at the Commission's March, 21, 2006, public hearing.

Also, the applicant was advised that a \$500.00 deferral fee must be paid prior to the Commission's public hearing.

---

Staff (2/27/06):

To date, the deferral fee has not been paid.

---

Applicant (2/28/06 and 3/21/06):

Revisions to proffered conditions were submitted.

---

Applicant (3/17/06):

The deferral fee was paid.

---

Applicant (3/20/06):

Revision to Proffered Condition 8 was submitted.

---

Planning Commission Meeting (3/21/06):

The applicant accepted the recommendation. There was no opposition present.

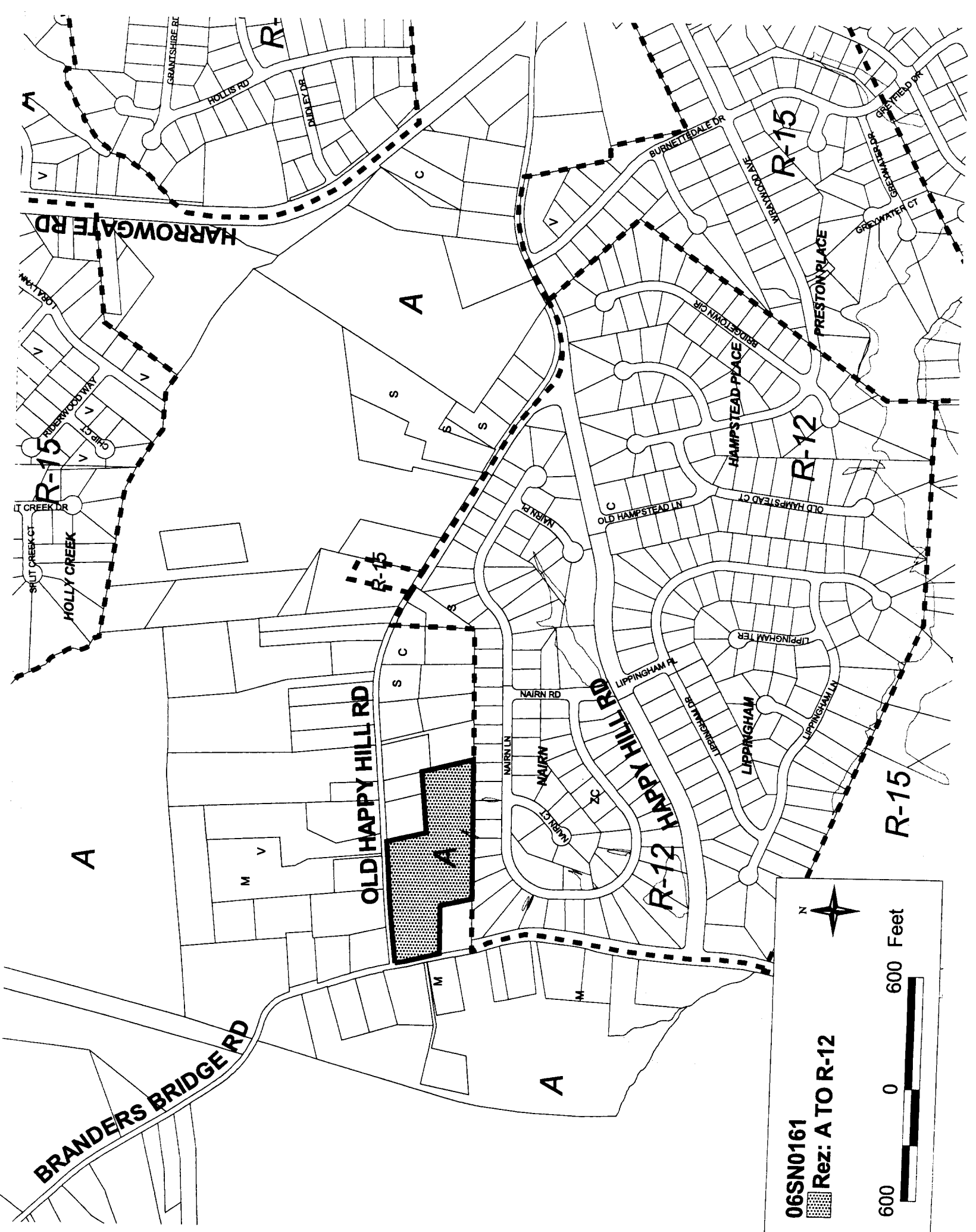
On motion of Mr. Wilson, seconded by Mr. Gecker, the Commission recommended approval and acceptance of the proffered conditions on pages 2 through 13.

AYES: Messrs. Wilson, Gecker, Bass and Litton.

ABSENT: Mr. Gulley.

---

The Board of Supervisors, on Wednesday, April 26, 2006, beginning at 7:00 p.m., will take under consideration this request.



06SN0161

Rez: A TO R-12

